

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

December 23, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF A SOLE SOURCE AGREEMENT WITH CLARK, MASCARO & AZIZ, P.C., FOR THE PROVISION OF HEALTH CARE PLAN AND COMMERCIAL INSURANCE SAFETY NET SERVICES (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign a sole source agreement, substantially similar to Exhibit I, with Clark, Mascaro & Aziz, P.C., (CMA) to provide Health Care Plan and Commercial Insurance Safety Net Services (HCPCISNS) to the Department of Health Services health facilities, i.e., medical centers/hospitals, health centers and comprehensive health centers, effective on the date of Board approval through June 30, 2005, with provision for three one-year automatic renewals through June 30, 2008, under which \$334,000 is expected to be generated in additional gross revenues annually, of which \$50,100 or fifteen percent (15%) of the funds recovered will be paid to CMA in annual contingent fees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommended action will allow the Department of Health Services (DHS or Department) Revenue Management Office to obtain HCPCISNS which will serve as a secondary check or in a "safety-net" capacity, to ensure the maximum amount of health care plan, (i.e., Health Maintenance Organization [HMO], pre-paid health plan, Medi-Cal linked, etc.) and commercial insurance monies are recovery from uncollectible (and closed) patient accounts.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors December 23, 2004 Page 2

FISCAL IMPACT/FINANCING:

The HCPCISNS provided by CMA is expected to generate \$334,000 in additional gross revenue annually of which approximately is \$50,100 or fifteen percent (15%) of the funds recovered will be paid to CMA in annual contingency fees.

Funding for CMA's contingency fees has been appropriated in the Fiscal Year (FY) 2004-05 Adopted Budget, and will be requested as a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

DHS currently bills health care plans and commercial insurance for patient accounts with identified insurance coverage. After DHS has exhausted its in-house efforts on health care plan and commercial insurance collection, the accounts are referred to a Board approved Health Care Plan and Commercial Insurance Billing Services (HCPCIBS) contractor (i.e., USCB, Inc.) for further recovery efforts. CMA will serve as a secondary check or in a safety-net capacity to recover and maximize potential insurance revenue for accounts which the County and its current HCPCIBS contractor have written-off as uncollectible or which were already paid at a lower reimbursement rate. CMA will overturn previously denied accounts, or collect on accounts deemed as uncollectible or underpaid, by having highly skilled staff explore all third party reimbursement possibilities utilizing CMA's information system denial methodology.

DHS does not have the staff, resources or expertise to perform HCPCISNS. CMA has the experience to perform HCPCISNS. Since there is a long learning curve for DHS to train and recruit staff to perform HCPCISNS, it is in the County's best interest to enter into a sole-source agreement with CMA to expedite the contracting process and prevent delays in order to achieve maximum potential HCPCISNS revenue. An approved sole source letter is on file with the Department providing additional details.

DHS Revenue Management (RM) staff will ensure that CMA is compliant with the Health Insurance Portability and Accountability Act (HIPAA) by requiring CMA to identify implementation plans, written policies and procedures, and other steps for protecting the security and confidentiality of protected health information. RM Management will review these plans, and, where necessary provide training to CMA to ensure compliance.

The provision for "No Payment For Services Provided Following Expiration/Termination of Contract" has not been added to this Agreement because the nature of the services and payment mechanism are not of the type applicable to this provision.

The Department has evaluated and determined that this is not a Proposition A contract and, therefore, the Living Wage Program (County Code Chapter 2.2012) does not apply.

The DHS System Redesign will not be impacted as a result of this action.

County Counsel has approved Exhibit I as to form.

The Honorable Board of Supervisors December 23, 2004 Page 3

CONTRACTING PROCESS:

It is not appropriate to advertise a sole source agreement on the Los Angeles (L.A.) County Online Website as a central/business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this agreement will facilitate recovery of potential HCPCISNS revenues and could potentially increase revenues to mitigate the Department's projected deficits for FY 2004-05 through FY 2005-06.

When approved, this Department requires three signed copies of the Board's action.

Respectfully, submitted,

Thomas L. Garthwaite

Director and Chief Medical Officer of Health Services

TLG:rdt

Attachment

Exhibit (1)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors Auditor-Controller

BLETRCD3647rdt

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

Provision of Safety Net Insurance Recovery Services (SNIRS) to maximize potential insurance revenue for County health facilities, i.e., hospitals, health and comprehensive health centers.

AGENCY ADDRESS AND CONTACT PERSON:

Clark, Mascaro & Aziz, P.C., (CMA) 550 Pharr Road, N.E. Suite 440 Atlanta Georgia 30305

Michael D. Randolph Attention: Telephone: (800) 365-5771 Ext; 129

Fax:

(404) 239-9021

email: mrandolph@cma-law.com

TERM:

Effective on the date of Board approval through June 30, 2005, with provision for three one-year automatic renewals through June 30, 2008.

FINANCIAL INFORMATION:

The HCPCISNS provided by CMA is expected to generate \$334,000 in additional gross revenue annually of which approximately is \$50,100, or fifteen percent (15%) of collections will be paid to CMA in annual contingency fees.

Funding for CMA's contingency fees has been appropriated in the Fiscal Year (FY) 2004-05 Adoptd Budget, and will be requested as a continuing appropriation in future fiscal years.

5. ACCOUNTABLE FOR MONITORING:

Patricia Adams, Chief, Revenue Management, Department of Health Services

6. APPROVALS:

Office of the Director of Finance:

Gary W. Wells, Director of Finance

Contracts & Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Robert Ragland, Deputy County Counsel

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		Contract No.
F	HEALTH CARE PLAN AND COM	MERCIAL INSURANCE SAFETY NET SERVICES
	THIS AGREEMENT is mad	e and entered into this day
of		2004,
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	CLARK MASCARO & AZIZ D C

(hereafter "Contractor").

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and maintains, through its Department of Health Services (hereafter "DHS"), various County hospitals, ambulatory care centers, public health, and other support facilities and programs (hereafter collectively referred to as "Facilities"); and

WHEREAS, Facilities provide healthcare services to County patients/clients which is sometimes denied by a health care plan (i.e., Health Maintenance Organization ["HMO"], pre-paid health plan, Medi-Cal linked, etc.,) or a commercial Insurance coverage payor source, requiring the Facilities to review a patient's health care plan or insurance coverage application paperwork to determine if such denial can be resolved or appealed; and

WHEREAS, County is authorized by Government Code Section 310000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence upon date of Board approval, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2005. Said Agreement shall thereafter be automatically renewed for one (1) year terms, for a maximum of three (3) years, without further action by the parties hereto, to and including June 30, 2008.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

authorized representative, and in accordance with Exhibit A, Paragraph 7, Provision for Payment, hereinbelow.

- 4. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Health Care Plan and Commercial Insurance Safety Net Services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.
- 5. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

- A. <u>Evidence of Insurance</u>: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and to DHS; Revenue Management; 313 North Figueroa Street, Room 527; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - (1) Specifically identify this Agreement.
 - (2) Clearly evidence all coverages required in this Agreement.
 - (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

- D. <u>Notification of Incidents, Claims, or Suits</u>:
 Contractor shall report to County:
 - (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
 - (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
 - (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

Personal and Advertising Injury: \$1 Million
Each Occurrence: \$1 Million

- B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. <u>Professional Liability Insurance</u> covering liability arising from error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.
- B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making

F. Subcontracts shall contain the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 5, 6, 7, 10, 13, and 14, of the body of this Agreement, as well as, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

10. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict

recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

- 13. <u>CONFLICT OF TERMS</u>: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.
- 14. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.
- 15. <u>CONTRACTOR'S OFFICE</u>: Contractor's primary business office is located at 550 Pharr Road, Northeast, Suite 440, Atlanta, Georgia 30305. Contractor's primary business telephone number is (404) 231-5771, facsimile/FAX number is (404) 239-9021,

(2) Department of Health Services
 Revenue Management
 313 North Figueroa Street, Room 527
 Los Angeles, California 90012-2659

Attention: Director

- B. Notices to Contractor shall be addressed as follows:
 - (1) Clark, Mascaro, & Aziz, P.C. 550 Pharr Road, Northeast, Suite 440 Altanta, Georgia 30305

Attention: Mr. John Clark, Senior Partner

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written. COUNTY OF LOS ANGELES Βý Thomas L. Garthwaite, M.D. Director and Chief Medical Officer CLARK, MASCARO, & AZIZ, P.C. Contractor Signature Print Name Title ____ (AFFIX CORPORATE SEAL HERE) APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL County Counsel Deputy APPROVED AS TO CONTRACT ADMINISTRATION: Department of Health Services Irene E. Riley, Director

- 20 -

Contract Administration

rdt:12/17/04 AGREECD3648.RDT

ADDITIONAL PROVISIONS

CLARK, MASCARO & AZIZ, P.C.

HEALTH CARE PLAN AND COMMERCIAL INSURANCE SAFETY NET SERVICES

ADDITIONAL PROVISIONS

CLARK, MASCARO, & AZIZ, P.C.

HEALTH CARE PLAN AND COMMERCIAL INSURANCE SAFETY NET SERVICES

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ADDITIONAL PROVISIONS

CLARK, MASCARO & AZIZ, P.C.

HEALTH CARE PLAN AND COMMERCIAL INSURANCE SAFETY NET SERVICES

1. <u>ADMINISTRATION</u>: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

- A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:
 - (1) The form of Contractor's business organization,
 i.e., sole proprietorship, partnership, limited
 liability company ("LLC"), or corporation.
 - (2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

- B. <u>Fiscal Disclosure</u>: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:
 - (1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.
 - (2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.
- 3. <u>NONDISCRIMINATION IN SERVICES</u>: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation,

political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

- E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

10. RECORDS AND AUDITS:

- A. <u>Service Records</u>: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.
- Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1)

records when requested by Director for review as described hereinabove.

- C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42] United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.
- D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically

any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. <u>County Audit Settlements</u>: If, at any time during the term of this Agreement or at any time within five (5)

Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information as part of its duties in providing such services to Covered Entity under this Agreement; and

Business Associate acknowledges and understands that Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act

- "Protected Health Information (PHI)" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- (4) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any

- a. shall Use and Disclose Protected Health
 Information as necessary to perform the Services,
 and as provided in Paragraph 13, Contractor's
 Obligation as a Business Associate Under the Health
 Insurance Portability and Accountability Act of 1996
 (HIPAA), Subparagraph(s), B.(3), B.(4), B.(5),
 B.(6), B.(7), B.(8), Subparagraph, D.(3), and
 Subparagraph, E.(2) of this Agreement;
- b. shall Disclose Protected Health Information to Covered Entity upon request;
- c. may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - 1) Use Protected Health Information; and
 - 2) Disclose Protected Health Information if the Disclosure is Required By Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.
- (2) Adequate Safeguards for Protected Health

 Information: Business Associate warrants that it shall
 implement and maintain appropriate safeguards to prevent
 the Use or Disclosure of Protected Health Information in
 any manner other than as permitted by this Paragraph 13,
 Contractor's Obligation as a Business Associate Under

- (4) <u>Mitigation of Harmful Effect</u>: Business
 Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance
 Portability and Accountability Act of 1996 (HIPAA).
- Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- (6) Access to Protected Health Information:
 Business Associate shall, to the extent Covered Entity
 determines that any Protected Health Information
 constitutes a "designated record set" as defined by 45
 C.F.R. § 164.501, make the Protected Health Information,

or its officers, employees, agents, representatives, or subcontractors.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: a. the date of the Disclosure; b. the name, and address if known, of the entity or person who received the Protected Health Information; c. a brief description of the Protected Health Information disclosed; and d. a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B. (8), Business Associate shall document the information specified in a. through d., above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. <u>OBLIGATION OF COVERED ENTITY</u>: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health

and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Agreement if
 Business Associate has breached a material term of
 this Agreement and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.
- (3) <u>Disposition of Protected Health Information</u>

 <u>Upon Termination or Expiration</u>:
 - a. Except as provided in Sub-subparagraph b. of this Subparagraph (3), upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- (3) Relationship to Services Agreement Provisions:

 In the event that a provision of this Paragraph 13,

 Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is contrary to another provision of this Agreement, the provision of this Paragraph 13 shall control. Otherwise, this Paragraph 13 shall be construed under, and in accordance with, the terms of this Agreement.
- (4) Regulatory References: A reference in this

 Paragraph 13, Contractor's Obligation as a Business

 Associate Under the Health Insurance Portability and

 Accountability Act of 1996 (HIPAA), to a section in the

satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40)

In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

- (4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder.

 Contractor shall ensure that all of its officers, employees, and

compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

- C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.
- 17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED

 INCOME CREDIT ("EIC"): Contractor shall notify its employees,
 and shall require that each of its subcontractors notify its
 employees, to inform them that they may be eligible for claiming
 federal EIC as allowed under the federal income tax laws. Such
 notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue
 Service's ("IRS") Notice 1015; copies of which, are available rom
 the IRS Forms Distribution Center, by calling 1-(800)-829-3676.
- 18. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD</u>
 SUPPORT COMPLIANCE PROGRAM:
 - A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit

Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

19. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business.

re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

- 22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:
 Notwithstanding any other provision of this Agreement, the
 parties do not in any way intend that any person shall acquire
 any rights as a third party beneficiary under this Agreement.
- 23. <u>SERVICE DELIVERY SITE MAINTENANCE STANDARDS</u>:

 Contractor shall assure that the location(s) (e.g., facility[ies])

products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

- A. Federal Certification and Disclosure Requirement:

 If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.
- B. <u>County Lobbyists</u>: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm

which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not

other rights and remedies provided by law or under this Agreement.

- B. <u>Termination For Default</u>: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
 - (1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
 - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be

employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

perform the contract. It is County's policy to conduct business only with responsible contractors.

- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.
- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty,

adopt the proposed decision and recommendation of County's Contractor Hearing Board.

- G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.
- acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws

of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

- 34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 35. <u>SEVERABILITY</u>: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

CLARK, MASCARO, & AZIZ, P.C.

EXHIBIT A (STATEMENT OF WORK)

HEALTH CARE PLAN AND COMMERCIAL INSURANCE SAFETY NET SERVICES

- 1. <u>Definitions</u>: The terms used throughout this Agreement and in this Exhibit "A" (Statement of Work) unless otherwise stated shall mean the following:
 - A. Accepted Account: An Accepted Account is a referred account that has been referred to and accepted by Contractor for processing in accordance with the provisions of this Health Care Plan and Commercial Insurance Safety Net Services Agreement.
 - B. Facility(ies): A Facility is a County of Los

 Angeles Department of Health Services facility (e.g.,

 medical center/hospital, health center, and comprehensive

 health center) that provides healthcare services to County

 patient(s)/client(s).
 - C. Referred Account: A Referred Account is an account that has been forwarded to Contractor by a Facility, in accordance with the provisions of this Agreement and as further identified in Exhibit A, Paragraph 5, Services to be Performed by Contractor, hereinbelow, for Contractor's assessment and acceptance or rejection.

of "Health Care Plan and Commercial Insurance Safety Net Services" to be provided under this Agreement.

At Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by the Contractor. In the event, if Director assigns space to Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than for the performance of this Agreement.

At Director's sole discretion, County may provide access to facsimile/FAX machines, photocopying equipment, telephone, typewriters and other materials, on a non-exclusive basis, for the purpose of the performance of services described hereunder. Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

5. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor agrees that provision of Health Care Plan and Commercial Insurance Safety Net Services shall encompass the recovery of health care plan (i.e. HMO, Pre-Paid Health Plan, etc.) or commercial insurance compensation for billed but unadjudicated, unbilled, or denied health care plan and commercial insurance accounts. Health Care Plan and Commercial Insurance Safety Net Services will serve as a secondary check or as a "safety net" function for accounts which County on its own, and through its

- E. Contractor shall provide comprehensive health care plan and commercial insurance billing and follow-up services for referred accounts, including denial reprocessing, using automated systems where available, and appropriate, or as requested by Director.
- F. Contractor shall request patient medical records, billing instructions, or other data needed to develop valid claims from applicable Facilities.
- G. Contractor shall develop third-party claims that are payable by the applicable health care plan or commercial insurance carrier in electronic format where available and appropriate.
- H. Contractor shall submit claims to the appropriate health care plan and commercial insurer.
- I. Contractor shall provide follow-up services for denied claims and pursue third-party payments until the account is determined to be uncollectible.
- J. Contractor may, at a Facility's discretion, be required to update applicable Facility accounts receivable or patient registration system, for the accounts referred and accepted by Contractor.
- K. Contractor shall pursue full reimbursement for all Accepted Accounts. Contractor shall submit in writing any proposed settlement/account compromise, with amount and

- O. Contractor shall return Accepted Accounts to the County that are unresolved two hundred seventy (270) calendar days after the last billing, except as otherwise instructed by Director. Contractor shall return all supporting documentation (i.e. billing instruction, medical records, correspondence and explanation of benefits, etc.) to the County upon return of the accounts.
- P. Contractor shall maintain a comprehensive written audit trail substantiating all cases pursued for recovery, and those subsequently recommended for return to County, documenting the rationale and criteria for pursuit or non-pursuit of reimbursement. Contractor shall, as requested by Director, provide audit and appeal support to County, including responding to auditor requests for documentation and information and interfacing with the auditors during document review. Contractor shall make available all audit supporting documentation in format and frequency requested by Director.
- 6. ACCESS TO INFORMATION: In order for Contractor to perform the services described in this Exhibit A, (Statement of Work), County shall cooperate with Contractor by affording access to such financial, medical and other operating data as may be available at the appropriate Facility, and as Contractor

Insurance Safety Net Services. The aggregate contingent fee payable to Contractor with respect to health care plan and commercial insurance payments received by County as a consequence of this Exhibit A, Paragraph 5, Services to be Performed by Contractor, shall be negotiated by Director and Contractor, but shall not be greater than fifteen percent (15%) of the health care plan and commercial insurance payments received by the County from Contractor's Health Care Plan and Commercial Insurance Safety Net Services efforts.

- B. Contractor shall bill each Facility monthly in arrears by invoice which shall include details of actual charges for Contractor services. Contractor shall bill each Facility with a separate invoice for its portion of the billing. All amounts payable to Contractor pursuant to Paragraph 7, Provision For Payment, will be paid by County to Contractor within a reasonable period of receipt of invoice evidenced by remittance advice for complete and correct payments for the billings generated by Contractor to third-party payers.
- C. Contractor hereby agrees that any fees paid by
 County to Contractor for services originally approved by
 third-party payers, and later disallowed in audit or
 otherwise recouped by the payer or its intermediary, shall

(3) Amounts paid to County, by invoice/control number;

- (4) Dates of payments to County;
- (5) Amounts due to Contractor; and
- (6) Dates of payments to Contractor by County.

 County shall cooperate in providing Contractor access to information necessary for Contractor to maintain such ledgers and Contractor shall make such ledgers available to County for its inspection.
- 8. County will not refer accounts after the term of this Agreement, however, Contractor may continue to pursue billing and collection and receive contingent fees for revenue received by County after the term of this Agreement has expired, if that revenue would have been eligible had it been received by County prior to the expiration of the Agreement.

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ATTACHMENT A FACILITY LOCATIONS/SERVICE SITES*

1. Hospitals

- A. Habor-University of California at Los Angeles (Harbor-UCLA) Medical Center 1000 West Carson Street Torrance, California 90509
- B. King/Drew Medical Center 12021 Wilmington Avenue Los Angeles, California 90059 (310) 668-4321
- C. LAC+USC Medical Center 1200 North State Street Los Angeles, California 90033 (323) 226-2622
- D. Olive View-UCLA Medical Center 14445 Olive View Drive Sylmar, California 91342
- E. Rancho Los Amigos Rehabilitation Center 7601 East Imperial Highway Downey, California 90242 (562) 401-7041

2. Health Centers Providing Primary Care

- A. Bellflower Health Center 10005 East Flower Street Bellflower, California 90706 (562) 804-8111
- B. Dollarhide Health Center 1108 North Oleander Avenue Compton, California 90222 (310) 763-2214
- C. Lake Los Angeles Health Center 16921 East Avenue O Lake Los Angeles, California 93591 (661) 945-8444

- E. Pacoima Public Health Center 13300 Van Nuys Boulevard Pacoima, California 91331 (818) 896-1903
- F. South Public Health Center 1522 East 102th Street Los Angeles, California 90002 (323) 563-4053
- G. Torrance Public Health Center 711 Del Amo Bouleyard Torrance, California 90502 (310) 222-6571
- H. Whittier Park Health Center 7643 South Painter Avenue Whitter, California 90602 (562) 464-5350

4. <u>Health Centers Providing Public Health</u> and Primary Care

- A. Antelope Valley Health Center 335-B East Avenue K-6 Lancaster, California 93535 (661) 723-4511
- B. Brathewaite-Burke Health Center 2509 Pico Boulevard Santa Monica, California 90505 (310) 392-8630
- C. Glendale Health Center 501 North Glendale Avenue Glendale, California 91206 (818) 500-5785
- D. Hollywood/Wilshire Public Health Center 5205 Melrose Avenue Los Angeles, California 90038 (323) 769-7800
- E. Pomona Public Health Center 750 South Park Avenue Pomona, California 91766 (909) 868-0235

F. Ruth Temple Health Center 3834 South Western Avenue Los Angeles, California 90062 (323) 730-3507

5. <u>Comprehensive Health Centers</u>

- A. El Monte Comprehensive Health Center 10953 Ramona Boulevard El Monte, California 91731 (800) 383-4600
- B. H. Claude Hudson Comprehensive Health Center 2829 South Grand Avenue Los Angeles, California 90007 (213) 744-3945
- C. Hubert H. Humphrey Comprehensive Health Center 5850 South Main Street Los Angeles, California 90003 (323) 846-4312
- D. Long Beach Comprehensive Health Center 1333 Chestnut Avenue Long Beach, California 90813 (562) 599-2153
- F. Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, California 91405 (818) 947-4000
- G. Edward R. Roybal Comp. Health Center 245 South Fefferly Avenue Los Angeles, California 90022 (323) 780-2373

6. <u>Multi-Service Ambulatory Care Center</u>

A. High Desert MACC
44900 North 60th Street, West
Lancaster, California 93536
(661) 948-8581

^{*}Director may add or delete Facilities, as listed above, in accordance with Exhibit A (Statement of Work), Paragraph 5.A., hereinabove.